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COVENANT FOR CONSERVATION PURPOSES

(Section 77 of the Reserves Act 1977)

THIS DEED made the 6th day of December 1999

BETWEEN **SOUTH PACIFIC FOREST HOLDINGS LIMITED** a duly incorporated company having its registered office at Auckland (hereinafter called "the Covenantor") of the one part

AND **HER MAJESTY THE QUEEN** acting by and through **THE MINISTER OF CONSERVATION** (hereinafter called "the Minister") of the other part

WHEREAS:

1. **TASMAN FORESTRY LIMITED**, the Minister, the **ROYAL FOREST AND BIRD PROTECTION SOCIETY OF NEW ZEALAND (INCORPORATED)**, the **FEDERATED MOUNTAIN CLUBS OF NEW ZEALAND** and the **MARUIA SOCIETY INCORPORATED** have agreed in terms of a certain written agreement bearing date the 22nd day of June 1989 and known as the "Tasman Accord" that certain lands owned by Tasman Forestry Limited have natural and historic values worthy of protection and preservation and that Tasman Forestry Limited should grant a covenant under the Reserves Act 1977 in favour of the Minister over such lands with the purpose of preserving the natural environment, or landscape amenity, or wildlife or freshwater life or historical values associated with such lands and of enhancing controlled public access thereto.
2. The Covenantor is now the owner of certain land formerly owned by Tasman Forestry Limited (or a related company of Tasman Forestry Limited).
3. Section 77 of the Reserves Act 1977 provides relevantly that:

- (1) The Minister, any local authority, or any other body approved by the Minister, if satisfied that any private land or any Crown land held under Crown lease should be managed so as to preserve the natural environment, or landscape amenity, or wildlife or freshwater-life or marine-life habitat [, or historical value,] and that the particular purpose or purposes can be achieved without acquiring the ownership of the land, or, as the case may be, of the lessee's interest in the land, for a reserve, may treat and agree with the owner or lessee for a covenant to provide for the management of that land in a manner that will achieve the particular purpose or purposes of conservation:

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- (4) Notwithstanding any rule of law or equity to the contrary, every conservation covenant shall run with and bind the land which is subject to the burden of the covenant, and shall be deemed an interest in the land for the purposes of the Land Transfer Act 1952. The District Land Registrar, on the application of the Commissioner in the case of an agreement to which the Minister is a party and of the local authority in the case of an agreement to which a local authority is a party, shall enter in the appropriate folium of the register relating to the land that is subject to the burden of the covenant a notification thereof.

4. The Covenantor is registered as proprietor of an estate in fee simple in all those parcels of land containing:

- FIRST** 990.5900ha situated in Blocks III, IV, VII, VIII, XI and XII Hohonu Survey District being part Lot 2 Deposited Plan 53 part Rural Section 857 CT ~~3B/848~~ (Westland Registry);
8B/560
- SECONDLY** 999.1689ha more or less being Subdivision 1 of rural Section 857 situated in Block VII Hohonu Survey District (as shown on Deposited Plan 53) CT 2C/1198 (Westland Registry);
- THIRDLY** 1156.1502 hectares more or less situated in Blocks VII, VIII, XI, XII, XV and XVI Hohonu Survey District being part Rural Sections 857 and 1995 CT 5A/803 (Westland Registry);

- FOURTHLY** 411.4170 hectares more or less situated in Blocks VII and XI Hohonu Survey District being Rural Section 6264, 6265, 6267 and 2469 CT 5B/860 (Westland Registry);
- FIFTHLY** 264.2900 hectares more or less situated in Block XI Hohonu Survey District being Rural Section 5858 CT 5A/225 (Westland Registry);
- SIXTHLY** 0.4047 hectares being part Rural Section 857 Block XI Hohonu Survey District CT 2B/1334 (Westland Registry);
- SEVENTHLY** 5685.8955 hectares being Blocks III, IV, VII, VIII, XII and XVI Kaniere Survey District and Blocks V, IX and XIII Turiwhate Survey District comprising parts of Reserve 145 CT 5A/409 (Westland Registry).

5. (a) Those parts of the first described land marked "A, B & C", the secondly described land marked "D, E, F & G", the thirdly described land marked "H, I, O & P", the fourthly described land marked "K" and the fifthly described land marked "M & N" respectively on Deposited Plan 3189 annexed hereto; and
- (b) All of the sixthly described land ~~shown "B" on the second plan annexed;~~ and
- (c) Those parts of the seventhly described land marked "A to H" on Deposited Plan 3190 annexed hereto;

(hereinafter together called "the protected areas") are all generally covered in indigenous vegetation.

6. The protected areas are certain of the aforesaid lands over which the Covenantor has agreed with Tasman Forestry Limited to grant conservation covenants in favour of the Minister in accordance with the Tasman Accord.

NOW THEREFORE THIS DEED WITNESSETH as follows:

1. That in accordance with the Tasman Accord and pursuant to Section 77 of the Reserves Act 1977 the Covenantor **DOTH HEREBY GRANT** in favour of the Minister a covenant for Conservation purposes over the protected areas and

the Covenantor **DOETH HEREBY COVENANT** with the Minister that the protected areas shall be managed for the conservation purposes set out in Recital 1 above, and in particular on the following conditions, namely:

- (a) The Covenantor shall so far as is practicable:
 - (i) Keep the protected areas free from gorse, broom, sweet briar, nodding thistle and all other noxious plants and, in particular, comply with the provisions of, and any notices given under the Biosecurity Act 1993;
 - (ii) Keep the protected areas free from exotic tree species;
 - (iii) Keep the protected areas free from rabbits and other pests and in particular comply with the provisions of, and any notices given under the Biosecurity Act 1993;
 - (iv) Control other introduced animals on the protected areas;
 - (v) Keep the protected areas free from rubbish or other unsightly or offensive material.

PROVIDED THAT no chemical pesticides or biological control shall be applied to the protected areas without the prior consent of the Minister.

- (b) The Covenantor shall not carry out, nor allow to be carried out, without the Minister's prior approval;
 - (i) The burning, felling, removal or damage of indigenous vegetation on or from the protected areas;
 - (ii) The erection of any fence, building structure or other improvements on the protected areas whether for the Covenantor's purposes or for other private or public purposes;
 - (iii) The planting of tree, shrub or other vegetation on the protected areas;
 - (iv) Any topdressing or the sowing of seed on the protected areas;
 - (v) Any prospecting or mining for minerals, coal or other deposit on or under the protected areas;

- (vi) Any cultivation or (subject to the Covenantor's right to upgrade the existing internal roadways and install services to the Lodge Sites in accordance with clause 4(c)), any earthworks or other soil disturbance on the protected areas;
- (vii) Any draining, flooding or ponding of or on the protected areas, other than stormwater drainage or sewage disposal arising from the Lodge Sites referred to in clause 4 below as permitted under the relevant resource consent(s).
- (c) The Covenantor shall keep all fences, gates and other structures and improvements now erected or made or which may hereafter be erected or made, on the protected areas or on the boundaries thereof in good repair, order and condition.
- (d) The Covenantor shall not cause or permit any operation or activity to interfere with, affect or damage any archaeological or historical site on the protected areas.
- (e) Nothing contained in this Deed shall be deemed to restrict the right of the Covenantor to construct roads through the protected areas to service its production forest operations in surrounding or adjacent areas or zones, as may be required from time to time, or to upgrade any internal road through the protected areas to service the Lodge Sites as referred to in clause 4 below, **PROVIDED THAT** the Covenantor shall consult with the Minister prior to the commencement of the works as to the route and methods of construction **AND PROVIDED FURTHER THAT** the Covenantor shall exercise all reasonable care during such construction to minimise damage to the protected areas, and shall protect the protected areas from the introduction or spread of weeds and other pests, whether animal or plant.

2. That the Covenantor and the Minister **HEREBY MUTUALLY COVENANT** the one with the other as follows:

- (a) The Covenantor shall permit members of the public first to use the section of the Lake Brunner walkway which crosses the protected areas and not do anything to impede such use and secondly to have access on the other parts of the protected areas for purposes consistent with the objectives of this Deed on conditions that the Covenantor may

specify provided however that the Covenantor may at its discretion decline access permission from time to time if it considers it reasonable that the circumstances warrant same.

- (b) The Covenantor grants to the Minister and any invitee, officer or duly authorised agent of the Minister a right of access on to the protected areas for the purposes of examining and recording the condition of the protected areas or for carrying out protection or maintenance work on the protected areas consistent with the objectives set out in this Deed; however in exercising this right, the Minister and officers or agents of the Minister shall consult with the Covenantor in advance and have regard to all reasonable requests.
- (c) The Covenantor may continue for their full term any permits or contracts in force at the date of this Deed (details of which have been supplied to the Minister), grant new permits or contracts to third parties on such terms and conditions as shall be reasonable provided that it shall advise the Minister prior to the grant thereof, or carry out itself or by its servants or agents from time to time the operation, in respect of the taking of sphagnum moss, other moss, lichen and like material from the protected area.
- (d) The parties hereto shall undertake a full review of the protected areas at intervals of ten (10) years for the purpose of determining whether any changes in management should be implemented.
- (e) The Covenantor hereby declares and the Minister hereby acknowledges and accepts that stock grazing will occur in the protected area/s because the bush line therein is not fenced and that there is no obligation on the Covenantor hereunder to provide fencing therefor.
- (f) In the event of the indigenous vegetation on the protected areas suffering damage or destruction by fire or other calamity the parties hereto shall review as soon as practicable future management requirements in respect thereof.
- (g) The Minister shall, in the event of wildfire upon or threatening the protected areas, render assistance to the Covenantor in suppressing the fire. This assistance shall be at no cost to the Covenantor unless the Covenantor was responsible for the wildfire through wilful action or negligence, including the case where the wildfire was caused by the

escape of a permitted fire due to non-adherence to the conditions of the permit.

(h) The Minister may:

- (i) Provide to the Covenantor from time to time, and at any time upon request by the Covenantor, such technical advice or assistance as may be necessary or desirable to assist in meeting the objectives set out in this Deed;
- (ii) Prepare, in consultation with the Covenantor, a joint plan for the management of the protected areas designed to implement the objectives of this Deed to the mutual satisfaction of the parties.

(i) For the avoidance of doubt:

- (i) The covenants contained in this Deed shall bind the Covenantor and the Covenantor's successors and assigns in perpetuity.
- (ii) The Covenantor shall not be personally liable in damage for any breach of covenant committed after it has parted with all interest in the protected areas.
- (iii) Where the Covenantor is a company the covenants contained in this Deed shall bind a receiver, liquidator, statutory manager or statutory receiver. Where the Covenantor is a natural person this Deed shall bind the Official Assignee. In either case this Deed binds a mortgagee in possession.
- (iv) The reference to any Act in this Deed extends to and include any amendment to, or re-enactment of that Act, or replacement for the Act.
- (v) Any notice required to be given in terms of this Deed shall be sufficiently given if made in writing and served as provided in Section 152 of the Property Law Act 1952 and shall be sufficiently given if actually received by the party to whom it is addressed or that party's solicitor.
- (vi) Any notice required to be given by the Minister shall be sufficiently given if it is signed by the Regional Conservator, Department of Conservation, West Coast. Any notice required to be served upon the Minister shall be sufficiently served if

delivered to the office for the time being of the Regional Conservator, Department of Conservation, West Coast.

- (vii) Any dispute which may arise between the Covenantor and the Minister in any way relating to this Deed may be resolved by referring the dispute to an agreed third party for decision or by arbitration under the provisions of the Arbitration Act 1996.

3. If the Covenantor wishes to sell any part or parts of the said lands excluding the protected areas the Covenantor shall at its cost prepare a Partial Surrender or Release of this Conservation Covenant in respect of such part or parts of the said lands which shall be executed by the Minister.

J.C.D.

C and D Deposited Plan 3878

4. (a) The protected areas include the two sites shown as ~~D and D~~ on the plan attached (the "Lodge Sites"). The Covenantor may apply for a land use resource consent for "eco lodges" to be built on each of the Lodge Sites, and for subdivision consent(s) to enable separate certificates of title to issue for each of the two Lodge sites. It is acknowledged that the Covenantor may apply for land use resource consent for the lodges whether or not it also applies for subdivision consent at that time or at a later date.
- (b) If land use resource consent is granted, the Minister agrees to the release of the conservation covenants insofar as they apply to the Lodge Sites.
- (c) Subject to subclause 4(d) below, the covenantor is entitled to create and register vehicular right of way easements to each of the Lodge Sites over existing internal roadways, and to the upgrading of those roadways to a reasonable standard if so required by the covenantor or the local authority. Also subject to subclause 4(d) below, the covenantor may also install power and telecommunications services to the Lodge Sites and create easements for those purposes over or along the existing internal roadways.
- (d) The covenantor shall consult with the Minister of Conservation prior to the commencement of any work as to the route and methods of construction and the covenantor shall exercise all reasonable care during such construction to minimise damage to the covenanted area and shall protect the covenanted area from the introduction or spread of weeds and other pests, whether plant or animal.

- IN WITNESS WHEREOF these presents have been executed by the parties hereto
the day and year first above written.

(Director/Secretary Signature)

Address: _____

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A stylized handwritten signature in black ink, consisting of several overlapping loops and strokes, located at the bottom right of the page.

Gracene Campbell
~~Gracene Campbell~~
Ministerial Advisor
Wellington

W. A. ROBERTSON, CHIEF OF BUREAU OF GENERAL INVESTIGATION, DEPARTMENT OF JUSTICE, WASHINGTON, D. C.

Station	Description	Area
A	PI, Lot 2 DP, S3	19.0000
B	CI 18.1.1.1	6.0000
C		15.8300
D	PI, Sub 1 of RS, S57	853.0000
E	CI 25.1.1.1	10.0000
F	Residential site	10.0000
G		1.7000
H	PI, RS 857	10.0000
I	CI 24.1.1.1	32.6000
J	PI, RS 1005	107.0000
K	PI, RS 6265	0.8000
L	PI, RS 5858	41.8000
M	CI 54.1.1.1	16.0000
N	PI, RS 857	55.0000
O	CI 54.1.1.1	387.4000

NOTE: All roads shown are legal

Geodetic Datum 1924

Hakihiko Circuit Coordinates

Origin Hakihiko Initial

700 000 m N 200 000 m E

Total Area 1877.7000 ha.

Compiled by: RALFE, RALFE & RALFE

S. 1928

2. All roads shown are legal

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LAKE BRUNNER

XII

PI, R. 14.51

R 1605

R 1903

X1

X

PI, RS 857

CI 54.1.1.1

See Diagram Sheet 2

See Diagram Sheet 2

See Diagram Sheet 2

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PROPOSED COVENANTS

NOTICE

TERRITORIAL AUTHORITY GREY DISTRICT COUNCIL

Compiled by Dept of Survey & Land Information

Scale 1: 20 000 Date JUNE 1993

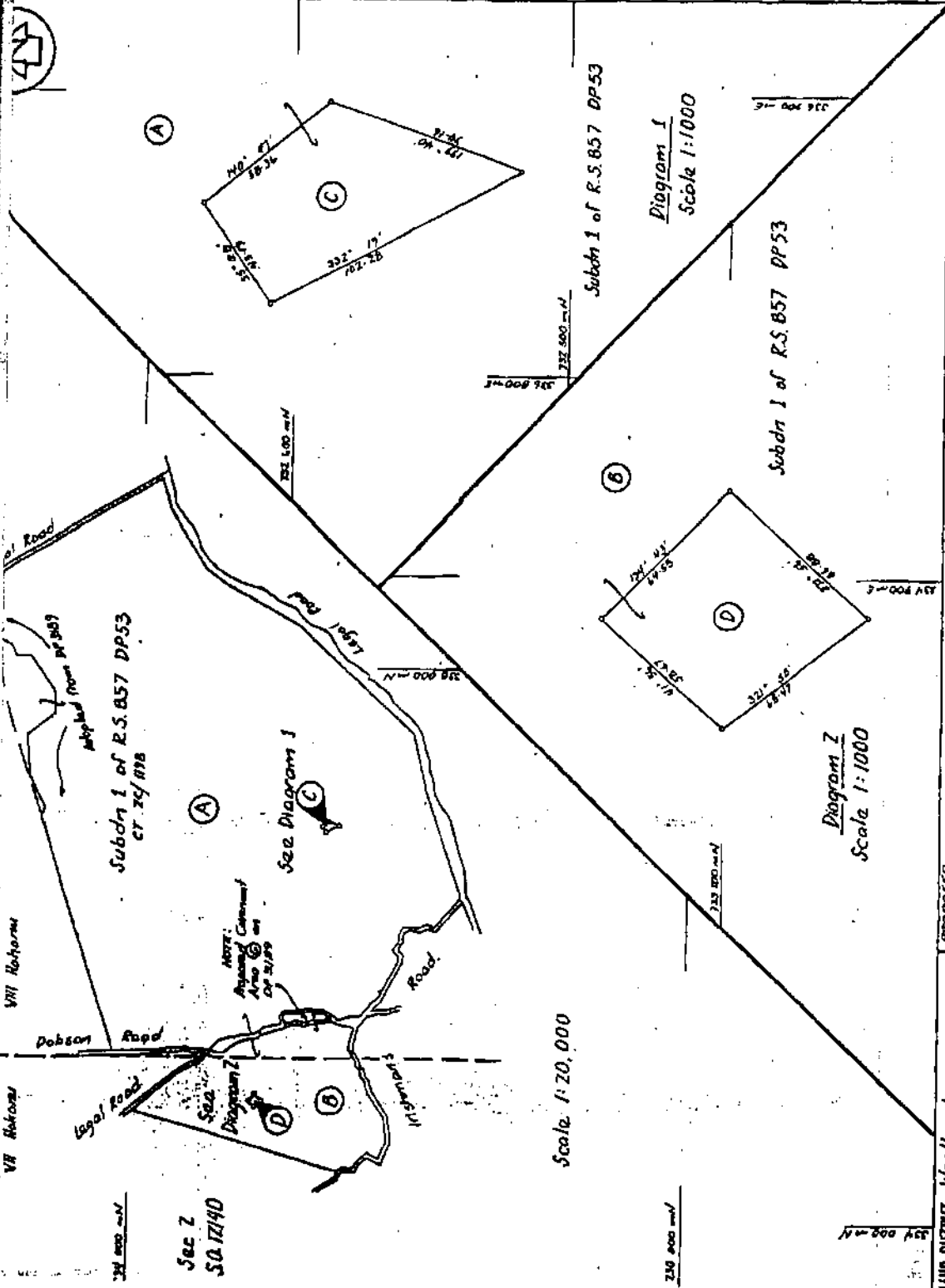
COMPILED PLAN

SHEET WESTLAND

SHEETS IV, VI, VII, XI, XII, XIII

Sheet K. 22 Period Map No. 22.223.23.23

DP3189



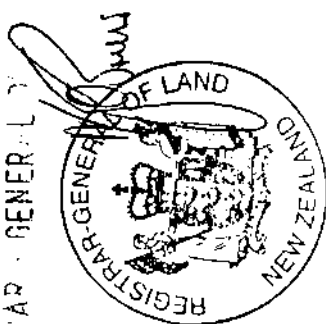
Schedule of Proposed Covenants	
Sheet Description	1 Area
A	Part Subdivision 1 of Rural Section 857 of Twp 24 N 18 E (excluding streets) 9047 m ²
B	Part Subdivision 1 of Rural Section 857 of Twp 24 N 18 E 4847 m ²
C	CT 24/118
D	(excluding streets) 9047 m ²
Signed by South Pacific Forest Holdings Limited by:	
<i>[Signature]</i>	
Lyn Craig Turner - Director	
<i>[Signature]</i>	
Thomas Roy Turner - Director	
Registered Proprietor	
Note: All roads shown are legal	
Total Area	980.0000 ha
Computed by	C.T. 24/118
I, David Robert McGeachy, being a person entitled to practice as a registered surveyor, certify that the survey is correct and that the area of the land is as shown on the plan and that the plan is a true and correct copy of the original plan and that the plan is a true and correct copy of the original plan and that the plan is a true and correct copy of the original plan.	
<i>[Signature]</i> 1/2/19	
Field Book No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 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Covenant for conservation purposes

(Section 77 of the Reserves Act 1977)

11.00 20.APR00 114205-6

PARTICULARS ENTERED IN REGISTER
LAND REGISTRY WESTLAND
FOR REGISTRAR GENERAL



Correct for the purposes of the Land
Transfer Act 1952

Amended

Section for the Registered Map